property of the unions shall be held by trustees. It is not expressly stated that registered unions may be sued by their registered names. The Acts in no way create trade unions, they simply regulate the trade unions hitherto existing. From this case it would appear that statutory regulation of unincorporated associations less than that usually believed requisite to create corporations may suffice to induce the English courts to recognize them as legal entities. Public policy would not prevent the courts from going still further in making the law in regard to associations accord with the actual facts.

SUBSCRIPTIONS TO CHARITABLE ORGANIZATIONS. — Theory and decision are unfortunately in irreconcilable conflict in the majority of instances where charitable subscriptions have been enforced. In a late case a subscription for the purchase of a church site is held binding, on the ground that the consideration for the defendant's promise is to be found in the meritorious object of the subscription and in the mutual promises of the subscribers. *First Church* v. *Pungs*, 86 N. W. Rep. 235 (Mich.). Although many authorities accord with this decision it is impossible to agree with it unless it can be rested on other grounds than those stated. To support the subscriber's promise a consideration must move from the other contracting party, — in conventional phrase, the promisee must incur a detriment at the request of the promisor. 12 HARVARD LAW REVIEW, 515. Ordinarily the subscription paper contains, in express terms at least, neither a request by the subscriber nor a promise by the beneficiary. The subscription usually is a mere gratuity. *In re Hudson*, 54 L. J. Ch. 811.

The American courts at first found this difficulty insuperable, but their desire to enforce promises so obviously binding *in foro conscientiæ* led to the gradual adoption of various specious suggestions of consideration. See note, 16 Am. Law Reg. n. s. 548. The modern law on the subject is in great confusion and incumbered with many inaccurate statements. It is often said, as in the principal case, that the mutual promises of the subscribers form the consideration. *Petty* v. *Trustees of Church*, 95 Ind. 278. Even if it be in fact true that the subscribers give their promises in exchange for each other, the beneficiary of the subscription, who is usually the plaintiff, is not privy to the contract. *Cottage Street Church* v. *Kendall*, 121 Mass. 528. In states where a beneficiary is allowed to sue, however, a satisfactory result may be worked out on this doctrine if the facts admit of its application. Cf. *Irwin* v. *Lombard University*, 56 Oh. St. 920. But usually such a construction of the facts is false. It is also a fictitious consideration that is found in an implied counter-promise by the beneficiary, arising when the subscription is accepted or acted upon. *Maine Institute* v. *Haskell*, 73 Me. 140. A third view enforces the promise on the theory that the subscriber is equitably estopped from denying the consideration after the beneficiary has acted on the faith of it. *Beatty* v. *Western College*, 177 Ill. 280. This avoids the contractual difficulty only by substituting an infringement of the doctrine of estoppel. See 12 HARVARD LAW REVIEW, 506. The most generally accepted theory considers the subscription an offer merely, which is made binding when expense or liability has been incurred in reliance upon it. *Trustees of Church* v. *Garvey*, 53 Ill. 401.

This necessitates an implied request by the promisor that such liability be incurred — an implication of fact, not usually justifiable. *Presbyterian Church* v. *Cooper*, 112 N. Y. 517. If a request can be inferred from the subscriber's promise, it would seem that entire performance and not merely a beginning of the contemplated undertaking would be requisite to complete the unilateral contract. Where there has been an express request however, there is of course no difficulty in enforcing the subscription after performance by the beneficiary. On this ground the principal case might possibly have been rested. Cf. *Barnes* v. *Perine*, 12 N. Y. 18.

Although on strict theory a charitable subscription can seldom be construed as a binding contract, it is eminently desirable in many cases that such subscriptions, although gratuities, should be enforced, as numerous worthy institutions are absolutely dependent upon them. Such enforcement, however, if it is to rest upon consistent and rational grounds must be obtained through suitable enactment by state legislatures, and not through judicial legislation, which violates the fundamental principles of contracts.

LEGAL PROTECTION TO UNBORN CHILDREN. — By Lord Campbell's Act, where death has resulted from a wrong which would have entitled the injured party to sue had he lived, a cause of action is given to his administrator or next of kin. Under a similar statute the death of a child caused by its premature birth for which the defendant was responsible was held to give no cause of action, as the child could not have sued if it had survived. *Gorman* v. *Budlong*, 49 Atl. Rep. 704 (R. I.). It is true that a child harmed before birth has been invariably denied redress by the courts, on the ground that rights belong only to persons and that an unborn child is not a person. *Walker* v. *Great Northern Ry. Co.*, L. R. (Ir.) 28 Q. B. & Ex. Div. 69; *Allaire* v. *St. Luke's Hospital*, 184 Ill. 359. The plaintiffs seem never to dispute this reasoning, but they rely on that rule governing the distribution of property, that a child is to be considered born if it is for its benefit to be so considered. The decisions however must be taken to settle beyond pertinent discussion that to apply this rule as suggested is either to make the defendant a tort-feasor by a fiction, or substantially to change the convenient and fundamental rule that fixes birth as the precise point at which existence as a person begins. See 12 HARVARD LAW REVIEW 209. If then a child permanently crippled a moment before its birth by a careless *accoucheur* or even by an intentional wrong-doer is to have a remedy, it must be on some other ground.

One conceivable theory involves no sacrifice of legal principle. At the moment of birth the rule that an unborn child has no rights ceases to affect the case. If the child at birth acquires as a legal person a specific right to begin life with a sound body, violation of that right is a tort. To allow an action on the case would not be to declare that an unborn child is a person or has rights, but to ascribe to every born child a right of bodily integrity. The right so defined has never been judicially recognized. It is peculiar in being broken as soon as it comes into existence, and necessarily some considerable time after the defendant's original fault was committed. Its peculiarities however are common to the right to means of support conceived by courts which give a